

Solicitation for FDC Program Evaluation Services

1.0: Intent:

To define the general requirements for and solicitation of proposals from qualified individuals and organizations to provide program evaluation services of the Family Drug Court Program (FDC). The FDC is required by the Drug Courts Program Office (DCPO) to conduct yearly program outcome evaluations for 3 fiscal years ending June 2005. The FDC operates a Performance Improvement (PI) system that creates the opportunity for monthly, quarterly and yearly analysis of program and participant performance. The FDC intends to provide family drug court services to approximately 80 individuals per year during the three (3) fiscal years of this contract.

2.0 Scope of work:

- 2.1. Review all FDC PI data, satisfaction surveys, and program information to determine the effectiveness and efficiency of the FDC program as defined by the specifics listed in item 2.5 below.
 - 2.1.1. Professional Evaluator reviews FDC process and outcome data from the Performance Improvement Plan currently in place.
 - 2.1.2. The Professional Evaluator assesses FDC effectiveness in meeting stated program goals and objectives.
 - 2.1.3. The Professional Evaluator assesses FDC efficiency in meeting stated program goals and objectives
 - 2.1.4. The Professional Evaluator assesses participant outcome in response to FDC services
 - 2.1.5. The Professional Evaluator develops a demographic profile of FDC participants.
- 2.2. The Professional Evaluator reviews DCPO reporting requirements and assists with formatting the FDC yearly report to the DCPO
- 2.3. The Professional Evaluator attends monthly Performance Improvement Committee meetings in Phoenix, Arizona held at the FDC
- 2.4. The Professional Evaluator may attend a yearly meeting in Washington D.C. with DCPO, if requested
- 2.5. The Professional Evaluator prepares and submits yearly evaluation reports that include:

- 2.5.1. Demographic profile of participants, including any data trends noted within the reporting year
- 2.5.2. Number, type and duration of services received
- 2.5.3. Average length of time between referral for assessment and completion of assessment
- 2.5.4. Average length of time between assessment and first service
- 2.5.5. Average length of time from referral to first drug test
- 2.5.6. Percent of positive drug test results and analysis of any result trends
- 2.5.7. Percent of negative drug test results and analysis of any result trends
- 2.5.8. Average length/type of visitations with children
- 2.5.9. Mean and Mode scores for participant change of Program Phases
- 2.5.10. Number of participants arrested during FDC and type of charges
- 2.5.11. Number of participants with new CPS reports filed during FDC involvement
- 2.5.12. Number of FDC participants completing GED or vocational programs
- 2.5.13. Number of FDC participants employed during FDC
- 2.5.14. Number permanency plans resulting in family reunifications or permanent placements for children
- 2.5.15. Number and type of sanctions and incentives used by FDC Judge
- 2.5.16. Length of reported sobriety of FDC participants

3.0 Minimum Qualifications

- 3.1 Previous experience providing process and outcome evaluations of similar type and scope
- 3.2 Familiarity with drug courts
- 3.3 Knowledge of or experience working with DCPO data collection requirements

3.4. Knowledge of or experience working with other federal data or evaluation requirements (SAMHSA, DOJ, CSAT)

3.5. Master Degree in psychology or related human service field

4.0 Start Date

4.1 Professional Evaluator services to begin in 3rd Quarter 2002 (January – March)

SECTION II GENERAL PROVISIONS

1. EFFECT

To the extent the Work Statement is in conflict with the General Provisions, the Work Statement shall control.

2. DEFINITIONS

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means any person who has a Contract with a state government unit.

“County” shall mean Maricopa County of Arizona

“Court” shall mean the Superior Court of Arizona in Maricopa County.

“Desirable” shall mean the terms “may”, “can”, “should”, “preferably, or “prefers” identifies a desirable or a discretionary item or factor for the Court to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed by the Purchasing management to perform the evaluation of the Offeror proposals. The Purchasing Administrator shall provide only technical assistance requested by the committee.

“Finalist” is defined as an Offeror(s) who meet(s) all the mandatory specifications of the RFQ and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” means the terms “must”, “shall”, “will” “is required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Administrator” means the person or designee authorized by the Court to manage or administer procurement requiring the evaluation of competitive sealed proposals.

“Request for Qualifications” of “RFQ” means all documents, including those attached or incorporated by reference, used for soliciting responses.

“Responsible Offeror” means a Vendor(s) who submit(s) a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which confirms in all material respects, to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Solicitation” means an invitation for bids (IFB), a request for proposals (RFP), or a request for qualifications (RFQ).

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

“Work Statement” means statements and descriptions of products to be received or services rendered.

3. GENERAL REQUIREMENTS

- A. The Terms of this Contract shall be construed in accordance with Arizona Law; any action thereon shall be brought in the appropriate court of the State of Arizona.
- B. The Contractor is an independent Contractor in the performance of work and provisions of services under this Contract and is not to be considered an officer, employee, or agent of the Court.

4. CONTRACT LENGTH

This review of qualifications (RFQ) is for a contract term of one (1) year.

5. RIGHT TO EXTEND CONTRACT

This contract may be extended at the Court's request for up to two (2) additional annual periods. Nothing herein shall be in any way construed to guarantee that the Court will subsequently extend or award a Contract.

6. AMENDMENTS

All Amendments to this contract shall be in writing and signed by both parties.

7. NON-EXCLUSIVE STATUS

The Court reserves the right to have the same or similar professional services provided by persons other than the Contractor.

8. AVAILABILITY OF FUNDS

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to the Court for Disbursement. The Contract Administrator and the Presiding Judge of the Court shall solely determine the availability of funds for services and are responsible for budgetary control under this contract. The Court shall keep the Contractor fully informed as to the availability of funds.
- B. If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the Court may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, the Court shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Court shall give a ten-day written notice of the effective date of any suspension, amendment, or termination under this section.

9. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor will, during the term of this Contract, immediately inform the Court in writing of the award of any other contracts or grants, including other contracts and grants awarded by the County, that may directly or indirectly affect costs being paid or reimbursed under this Contract. Contractor shall provide copies of such contracts or grant awards upon request. Failure by the Contractor to notify the Court of such other contracts and grants shall be considered a violation of the Contract and the Court shall have the right to annul this Contract without liability.
- B. If the Court determines that an award of such other contract or grant to the Contractor affects the costs being paid or reimbursed under this Contract, the Court may prepare a Contract Amendment to effect a cost adjustment. If the Contractor protests the proposed

cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause.

10. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as established by law, regulation or as otherwise noted in this Contract.

11. RETENTION AND ADEQUACY OF RECORDS

- A. The Contractor agrees to retain all financial books, records, and other documents relevant to this contract for at least five (5) years after final payment, or longer for the resolution of any audit questions, which may last more than five (5) years. The County, Federal, or State auditors, any other persons duly authorized by the Court shall have full access to, and the right to examine, copy and make use of any and all said materials.
- B. If the Contractor's books, records, and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the Court for the services not so adequately support and documented.
- C. The Contractor agrees that Court Representative displaying Court identification shall have the right during normal daytime business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this contract, and Contractor shall make available such records as requested, including records of fee-for-service income generated if allowed per this Contract.

12. AUDIT AND AUDIT DISALLOWANCES

- A. Contractor, upon written notice, shall reimburse the Court for any payments made under this Contract that are disallowed by a federal, state, or Maricopa County Audits in the amount of the disallowance.
- B. Should the Court undertake legal action concerning a disallowance, the prevailing party shall receive as part of its remedy reasonable attorney fees, costs, expenses and court costs.
- C. Pursuant to A.R.S. 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State of Arizona or any division or agency thereof ("the State") (including the Court) at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

13. CONTRACT COMPLIANCE MONITORING

The Contract Administrator shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for contract compliance monitoring may be made by the Court and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the Court's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or under other grants and contracts. If the Court needs the assistance or expertise of a private accounting auditing, health care financing or contract compliance firm, Contractor and Court will equally share such expense. Contractor agrees to take corrective actions that result from monitoring findings.

14. DISPUTES

Disputes shall be handled using the Judicial Procurement Code and detailed in Exhibit A.

15. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other application state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

16. DEFAULT AND SUSPENSION

The Court Administrator or the Presiding Judge may suspend, modify, or recommend termination of this Contract via written notice to Contractor in the event of non-performance of stated objectives; material breaches of contractual obligations; or for other events that affect the ability of the Contractor to perform contractual obligations. Such determinations will not be made until such time as the "disputes" process has been exhausted.

17. TERMINATION

- A. Either party may terminate this Contract with thirty- (30) day prior notice in writing to the other party unless otherwise prohibited by the terms of this contract. Such notice shall be made by personal delivery or by registered or certified mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. The Court shall have the right to terminate this Agreement for cause upon fourteen (14) days written notice for any breach of this Contract which is not cured within fourteen (14) days after written notice thereof served by certified or registered mail, return receipt requested.

D. If this Contract is to be terminated because of non-availability of funds, per Paragraph 8, the ten-day period addressed therein is the appropriate time limit for termination.

E. This Contract is subject to cancellation in accordance with the provision of A.R.S. 38-511.

18. STRICT COMPLIANCE

A. Acceptance by the Court of performance not in strict compliance with the terms hereof shall not be deemed to waive any other requirement including strict compliance of all other obligations.

B. Any changes in performance obligations under this Contract must be in writing and signed by all parties.

19. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any provision hereof, and remaining provisions shall remain in full force and effect.

20. INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

The Court currently has IGPA's with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Offerors, to purchase their requirements under the terms and conditions of the Judicial Branch Unit Contract. Please indicate on the signature page of this Contract your acceptance or rejection regarding such participation.

21. BASIC INSURANCE COVERAGE

Commercial General Liability: Provides coverage for bodily injury and property damage to others because of accidents from the premises or operations of the Contractor.

Minimum Limits - \$1,000,000 each occurrence, \$1,000,000 products and completed operations aggregate and an unimpaired general aggregate limit of \$1,000,000.

A. Workmen's compensation insurance as required by state and federal statutes covering any and all employees or agents of Contractor who are or may be engaged in the performance of any services required by this Contract. Self-insured contractors must furnish proof of self-insurance as required by state and federal statutes.

B. Comprehensive automobile liability insurance covering bodily injury and property damage of not less than \$100,000 per person and \$300,000 per accident for bodily injury, and not less than \$100,000 property damage per accident for any of the Contractor's vehicles (whether owned, hired or borrowed) that are used by Contractor, its employees or agents, in

performing any duties or services required under this Contract. The coverage required in this paragraph must be obtained only if a vehicle is used in performing contract services and may be obtained immediately prior to use of the vehicle.

- C. Professional liability insurance of one million dollars (\$1,000,000) for each occurrence of alleged professional misconduct or lack of skill in the performance of a professional act or service.

State As Additional Insured: All liability insurance, except for professional liability insurance, required under this Contract shall name the State of Arizona, its agents, officials and employees as additional insured parties under each policy. Professional liability insurance shall list the State of Arizona as an additional loss payee. The insurance required of the Contractor under this Contract shall be primary insurance and any and all coverage provided by the State of Arizona shall be secondary, liable only for excess exposure after all the coverage afforded by Contractor's insurance has been exhausted.

Certificate of Insurance: Prior to performing services of using a vehicle in the performance of services under this Contract, the Contractor shall furnish to the Court a duly executed certificate of insurance stating the coverage required by this Contract and naming the State of Arizona, its agents, officials, and employees as additional insured. The certificate shall state that the insurance shall not be cancelled or modified in any manner without at least thirty-(30) days prior written notice to the Court. The State of Arizona shall have the right to request and receive copies of the policies required under this Contract at any time from the companies issuing the policies.

Termination for Lack of Insurance: Should the Contractor fail to continuously provide proof of this coverage, the Court in its sole discretion may terminate this Contract with no liability to the Contractor except as otherwise provided in the Contract.

SECTION III
COMPENSATION

1. Pricing is at \$50 per hour not to exceed \$11,100.00 per year. The 3 year total can not exceed 33,500 over 3 years. Contract will be for one year with an option to renew on an annual basis for an additional 2 years.
2. Payment is made on cost-reimbursement basis at the above stated unit rate.
3. Payment will be made within 30 days of receipt of invoice and report.
4. Each invoice must contain contract number and federal ID or social security number of the provider.

SECTION IV
INSTRUCTIONS

Interested professionals must submit a letter of qualification, current resume and all required certification/diplomas to: Pollie S. Coons, Purchasing Administrator, Superior Court, 125 W. Washington, Phoenix, Arizona 85003, **by 5:00 p.m. MST on February 4, 2003.**

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT ____YES ____NO

SIGNATURE

DATE

COMPANY/INDIVIDUAL